

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
WRIT PETITION NO.4148 OF 2022**

1. Vipul V. Patki
 2. Vijay Patki
 3. Yogini V. Patki
- ...Petitioners

Versus

1. The State of Maharashtra
 2. Shweta Vipul Patki @ Shweta Badodkar
- ...Respondents

Mr. Rahul Thakur i/b Mr. Sanket Thakur for the Petitioners.

Ms K.T. Hiwrale, APP for the Respondent/State.

Mr. Aashutosh Srivastava a/w. Ms Priyanka Baradkar for Respondent No.2.

**CORAM : PRAKASH D. NAIK &
N. R. BORKAR, JJ.
DATE : 02.04.2024.**

PC:-

1. The petitioners challenging the proceedings in R.C.C. No.654 of 2022 pending before the learned J.M.F.C., Panvel. The proceedings are arising out of First Information Report dated 7.5.2022 registered with Kamothe Police Station, Navi Mumbai vide C.R. No.105 of 2022 for offences under Sections 498-A, 323, 504 and 506 read with 34 of the Indian Penal Code.

2. Petitioner No.1 is the husband, petitioner No.2 is the father-in-law and petitioner No.3 is the mother-in-law of respondent No.2.

3. Petitioner No.1 and respondent No.2 are present in the Court. The parties have resolved the dispute. They have executed the Consent Terms. The Consent Terms signed by both sides are tendered and same is taken on record.

4. The Consent Terms indicate that the parties were referred to mediation and petitioner No.1 and respondent No.2 along with their Advocate have deliberated the dispute and amicably arrived at settlement on the terms stipulated therein.

5. Petitioner No.1 and respondent No.2 were married on 10.12.2012. Son Raghav was born on 7.7.2015. Petitioner No.1 and respondent No.2 are living separately since 29.8.2020. As per Consent Terms, petitioner No.1 and respondent No.2 have mutually agreed to dissolve their marriage by mutual consent under Section 13-B of the Hindu Marriage Act. It is also agreed that the custody of son Raghav will be with respondent No.2. Petitioner No.1 agrees and declares that he has no objection for the custody of son Raghav to be given to respondent No.2 provided son Raghav continues his education at Sulochana Devi Singhania School at Thane till 10th standard. Petitioner No.1 agrees to bear all the educational expenses and incidental expenses thereto of son Raghav which are required to be paid in School where he studies.

6. Respondent No.2 had agreed to bear other expenses excluding the expenses mentioned above. The other terms and conditions agreed between the parties are stipulated in the said Consent Terms. The Consent Terms also refers to the

visitation rights of the father, who has access to his son. It is also agreed that petitioner No.1 shall pay sum of Rs.15,000/- per month being the contribution towards the rent irrespective of actual rent amount and petitioner No.1 undertakes to transfer the said amount in the account of respondent No.2 by 5th of every calendar month. Petitioner No.1 had also agreed to pay Rs.2000/- per month to respondent No.2 towards contribution of the petrol expenses and will deposit said amount in the account of respondent No.2. It is also agreed that petitioner No.1 shall have access of son Raghav as stipulated in the Consent Terms. The Consent Terms also mention that both sides have agreed to withdraw the proceedings initiated by them against each other. Respondent No.2 had undertaken to withdraw all the complaints before police authority and any other authority and proceedings under any law except Marriage Petition No. 643 of 2020.

7. It appears that this Court had passed certain orders in Writ Petition No. 13630 of 2022 to consider the grant of custody of child to the father, which issue has now been resolved by the parties, it would not be necessary to implement the said order.

8. Since the parties have agreed to withdraw the proceedings against each other, the impugned proceedings which are subject matter of the present petition will have to be quashed.

ORDER

A] Writ Petition is allowed.

B] The proceedings in R.C.C. No.654 of 2022 pending before the learned J.M.F.C., Panvel arising out of FIR dated 7.5.2022 registered with Kamothe Police Station, Navi Mumbai vide C.R. No.105 of 2022 are quashed and set aside against the petitioners.

C] Both parties shall adhere to the Consent Terms dated 2.4.2024.

(N.R. BORKAR, J.)

(PRAKASH D. NAIK, J.)